

Account Holder Terms and Conditions

THESE TERMS AND CONDITIONS, TOGETHER WITH YOUR APPLICATION, CONSTITUTE THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) **GOOD TO GO!** CUSTOMER AGREEMENT (THE AGREEMENT). NOTHING IN THIS AGREEMENT RELEASES YOU, THE CUSTOMER, FROM FINES RESULTING FROM FAILURE TO ABIDE BY WASHINGTON STATE LAWS AND REGULATIONS.

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By completing the Application and making a payment into your *Good To Go!* account, you agree to the following terms and conditions:

1.0 Toll Charges and Payment

1.1 Payment Options

Your *Good To Go!* account may be used to pay a toll either by *Good To Go!* Pass, or by Pay By Plate where available.

1.2 Pay By Mail

If you do not have sufficient funds in your account to cover a toll charge, you will receive a Pay By Mail – Toll Bill. The toll must be paid as directed in the Toll Bill. If you do not pay within 80 days from the time of the transaction, a Notice of Civil Penalty may be issued.

1.3 Charges

Toll charges may vary based on payment method and one or both of the following systems: 1) the number of vehicle axles detected by the system in the lanes, and/or 2) pricing based on traffic congestion.

2.0 Account Information

2.1 Good Standing

To keep your account open and in good standing you must:

- Keep current your vehicle information, make, model, license plate number and axle counts.
- Keep current payment and contact information.
- Maintain a positive balance for prepaid accounts.

2.2 Closure

Your account may be closed when:

- You request the account to be closed.*
Any remaining balance in a registered account will be refunded without interest and less outstanding administrative fees. Refunds will be made by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.
- The account shows a negative or zero balance.*
Any negative balance and/or outstanding tolls and fees must be paid in full immediately or may be subject to penalty, collection procedures and legal action by the State of Washington.

c. *There has been no account activity.*

A “Notice of Inactivity” will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded without interest and less outstanding administrative fees. Refunds will be made by the original method of payment, when possible. An administrative fee may be charged.

3.0 Automatic Account Replenishment

3.1 You may elect to have either automatic or manual account replenishment.

3.2 The minimum automatic account replenishment amount is \$30 for six (6) or fewer vehicles. You may place more than the minimum in your account at any time. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance.

3.3 If you arrange for automatic account replenishment, you agree to the following:

a. *Payment type*

You will provide authorization and the necessary information to establish account replenishment by using either a credit card, branded debit card or bank account (Electronic Check (ACH)).

b. *Minimum balance*

When your account balance falls below the minimum balance, the account will automatically be replenished as specified on your application.

c. *Payment declined*

If your automatic payment method is declined, your account may be changed to manual replenishment. You must contact the Customer Service Center to re-establish automatic replenishment.

d. *Automatic adjustment*

Your account activity and replenishment frequency will be evaluated periodically. The Customer Service Center may adjust replenishment amounts based on a Customer's usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified of any replenishment adjustments as part of the monthly statement, and may contact the Customer Service Center to decline this replenishment option.

e. *No interest*

Interest will not be paid on prepaid account balances or deposits.

4.0 Manual Account Replenishment

The minimum manual replenishment amount is \$30 for six (6) or fewer vehicles. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance.

a. *Payment methods*

Payment for replenishment may be by Electronic check (ACH), credit card, branded debit card, check, money order, or cash. Do not send cash in the mail. The Customer Service Center reserves the right to refuse temporary checks.

b. *NSF*

If check payments are returned for insufficient funds, the account holder will be charged a fee of \$30.00 and may be required to replenish their account with certified funds or cash for future transactions.

c. *Chargebacks*

If the Customer Service Center receives excessive notifications of a credit card dispute that results in chargebacks (the reversal of payments), the account holder may be required to replenish their account with certified funds or cash for future transactions.

5.0 Disputes

You may contest fees and tolls applied to your account in writing to the Customer Service Center within 60 days of the transaction posting date. If the fee or toll is removed or adjusted, your account will be credited.

6.0 Good To Go! Pass Usage

You can use your activated **Good To Go!** Pass at any **Good To Go!** toll facility.

a. *Installation*

You agree to install, display, activate and use the Pass in accordance with the package instructions.

b. *Receipts*

You understand and agree that you will not receive a receipt for individual Pass transactions but may see your transactions by logging on to <http://wsdot.gov/GoodToGo>.

c. *Replacement*

You understand that if your Pass malfunctions, the Customer Service Center will replace it without charge. A fee to cover the Pass replacement costs will be assessed for Passes that are defaced, altered, damaged, or show other signs of misuse.

d. *Lost or Stolen*

If your Pass is lost or stolen, you must notify the Customer Service Center immediately. You are responsible for the cost to replace the Pass and for all charges on your account until notification is received.

7.0 Pay by Plate

If you do not have a Pass, or if your Pass is not detected, a Photo Toll System may capture your vehicle's license plate. If the license plate number is listed on your account, the transaction will be processed as a "Pay By Plate" with the appropriate toll deducted from your account. A nominal administrative fee may apply.

8.0 Termination

This Agreement may be terminated at any time and for any reason. If your account is terminated, the Customer Service Center will refund any amount in your account remaining after tolls, costs and fees have been paid. No refunds may be provided for unregistered accounts.

9.0 Privacy Policy

9.1 The **Good To Go!** Privacy Policy is subject to the requirements of state and federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via e-mail, on your account statement and/or at the walk-in

Customer Service Center(s). Notices will also be posted on the web site.

9.2 Information collected by the Customer Service Center related to your account will not be released except under the following circumstances:

a. In response to a court order for specific information.

b. At your request as the individual account holder with proper identification.

c. As necessary to collect unpaid tolls, fees and penalties.

d. Or as otherwise required by law.

10.0 Administrative Fees

An administrative fee may be applied under the following circumstances:

a. *Account Statement*

An Account statement fee will be charged when delivered via United States Postal Service mail.

b. *Account Closure*

Where your account is inactive for 24 months, your account will be closed, a fee will be charged and any remaining funds after the account has been closed will be refunded without interest.

c. *Pay By Plate*

A nominal administrative fee may be assessed for Pay By Plate when debited from your **Good To Go!** account.

d. *Subject to change*

Actual administrative fees are subject to change. Current fees and notice of fee changes will be posted at the Customer Service Centers, on your account statement, and on-line at <http://wsdot.gov/GoodToGo>.

11.0 Amendments

The Customer Service Center may periodically make changes or amendments to the terms and conditions of the Agreement. You will receive notice of any such changes via e-mail, on your account statement and/or at the walk-in Customer Service Center(s). Notices will also be posted on the web site.

12.0 Liability

Neither WSDOT nor the Customer Service Center shall have no obligation or liability to the Customer with respect to use or performance of the **Good To Go!** Pass or account.

d. *No interest*

Interest will not be paid on prepaid account balances or deposits.